

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

THE UNITED STATES for the use of)
GMW Fire Protection, Inc., an Alaska)
Corporation,)

Plaintiff,)

vs.)

KANAG'IQ CONSTRUCTION CO.,)
INC., an Alaska Corporation, and)
WESTERN SURETY COMPANY, a)
South Dakota Corporation,)

Defendants.) Case No. A05-170 CI (TMB)

SPECIAL VERDICT FORM

We, the jury in the above-captioned case, find the following special verdict submitted to us in the above-captioned case:

I. CONTRACT

1. Was the contract between GMW and Kanag'iq as executed a unit price contract?

Answer "yes" or "no." Answer: _____

2. Was the contract between GMW and Kanag'iq ever amended in writing?

Answer "yes" or "no." Answer: _____

3. Was the contract between GMW and Kanag'iq ever amended by conduct of the parties?

Answer "yes" or "no." Answer: _____

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1 4. Did GMW's breach, if any, of its contract with Kanag'iq cause damage to
2 Kanag'iq?

3 Answer "yes" or "no." Answer: _____

4 5. Did Kanag'iq's breach, if any, of its contract with GMW cause damage to
5 GMW?

6 Answer "yes" or "no." Answer: _____

7 **II. COVENANT OF GOOD FAITH AND FAIR DEALING**

8 6. Did Kanag'iq breach the implied promise of good faith and fair dealing?

9 Answer "yes" or "no." Answer: _____

10 7. Did GMW breach the implied promise of good faith and fair dealing?

11 Answer "yes" or "no." Answer: _____

12 **III. QUANTUM MERUIT**

13 8. If there was no contract between GMW and Kanag'iq:

14 a. Did GMW furnish materials and provide services to Kanag'iq; and

15 Answer "yes" or "no." Answer: _____

16 b. Did Kanag'iq knowingly accept the benefit of the materials and
17 services realizing there was no contract; and

18 Answer "yes" or "no." Answer: _____

19 c. Did Kanag'iq unfairly benefit from the services and materials if no
20 additional compensation is paid to GMW?

21 Answer "yes" or "no." Answer: _____

IV. UNFAIR TRADE PRACTICES

9. Did GMW engage in any unfair trade practices?

Answer “yes” or “no.” Answer: _____

10. Did GMW’s unfair trade practice(s) cause damage to Kanag’iq?

Answer “yes” or “no.” Answer: _____

V. DAMAGES

Depending upon your answers to the preceding questions, you may need to answer questions about damages. In doing so, the Court hereby instructs you that you should not concern yourself with the question whether or not damages are being awarded for the same harm more than once because of the different theories in this case. You should treat each damage question separately, if you are directed to answer that damage question as a result of your answers to questions in the preceding sections. The Court will determine how to deal with any potential award of damages for the same harm more than once.

11. If you answered “yes” to Question No. 3 with respect to GMW’s breach, if any, please enter the amount of Kanag’iq’s damages in dollars.

Answer \$ _____

12. If you answered “yes” to Question No. 4 with respect to Kanag’iq’s breach, if any, please enter the amount of GMW’s damages in dollars.

Answer \$ _____

13. If you answered “yes” to Question No. 5 with respect to Kanag’iq’s breach, if any, of the implied promise of good faith and fair dealing, please enter the amount of GMW’s damages in dollars.

Answer \$ _____

14. If you answered “yes” to Question No. 6 with respect to GMW’s breach, if any, of the implied promise of good faith and fair dealing, please enter the amount of Kang’iq’s damages in dollars.

Answer \$ _____

1 **15. If you answered “yes” to Question Nos. 7(a), 7(b), and 7(c), please enter the**
2 **amount of GMW’s damages in dollars.**

3 **Answer \$ _____**

4 **16. If you answered “yes” to Question Nos. 8 and 9 with regard to unfair trade**
5 **practice(s) on the part of GMW, please enter the amount of Kanag’iq’s**
6 **damages in dollars.**

7 **Answer \$ _____**

8 DATED at Anchorage, Alaska this _____ day of _____ 2008.

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11 Foreperson of the Jury
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